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|---------------------------------|--|-------------------------------|--|
| <i>SERFF Tracking Number:</i> | <i>CLTR-126730106</i> | <i>State:</i> | <i>Arkansas</i> |
| <i>Filing Company:</i> | <i>National Guardian Life Insurance Company</i> | <i>State Tracking Number:</i> | <i>46334</i> |
| <i>Company Tracking Number:</i> | <i>NGL PORT CERT ACC 510</i> | | |
| <i>TOI:</i> | <i>H02G Group Health - Accident Only</i> | <i>Sub-TOI:</i> | <i>H02G.000 Health - Accident Only</i> |
| <i>Product Name:</i> | <i>Group Accident Portability</i> | | |
| <i>Project Name/Number:</i> | <i>Group Accident Portability/NGL PORT CERT ACC 5/10</i> | | |

Filing at a Glance

Company: National Guardian Life Insurance Company

Product Name: Group Accident Portability

SERFF Tr Num: CLTR-126730106 State: Arkansas

TOI: H02G Group Health - Accident Only

SERFF Status: Closed-Approved-
Closed

Sub-TOI: H02G.000 Health - Accident Only

Co Tr Num: NGL PORT CERT ACCState Status: Approved-Closed
510

Filing Type: Form

Author: Susan Coulter

Reviewer(s): Rosalind Minor

Date Submitted: 07/27/2010

Disposition Date: 08/06/2010

Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: Group Accident Portability

Status of Filing in Domicile: Authorized

Project Number: NGL PORT CERT ACC 5/10

Date Approved in Domicile: 07/07/2010

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Large

Overall Rate Impact:

Group Market Type: Trust

Filing Status Changed: 08/06/2010

Explanation for Other Group Market Type:

State Status Changed: 08/06/2010

Deemer Date:

Created By: Susan Coulter

Submitted By: Susan Coulter

Corresponding Filing Tracking Number:

Filing Description:

The Department of Insurance approved a Group Accident Program on April 1, 2010 file 45232. Included in the approved personal accident program was a portability provision permitting a person whose coverage would otherwise terminate to continue coverage under a group portability program. The portability program is issued through a group trust situated in Rhode Island. The forms are currently pending in Rhode Island.

The purpose of this filing is two fold. First of all, the approved portability language seemed inadequate once approved and so we created Rider NACC PORT 4/10 to better clarify how a person ported. Furthermore, the underlying program may be offered on a contributory basis or non-contributory basis and the policy was not clear. We will use Rider NRID-

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PREM 2010 to better state the contributory nature of the prior plan. The riders may be incorporated into NACC CERT 3/10 and NACC POL 2/10 at issue (file 45232).

Secondly, we are filing the certificate and enrollment form that will be used when a person wants to port his insurance. This ported program, Form NGL PORT CERT ACC 5/10, is a contributory program. The enrollee will enroll via Form ACC PORTAPP 510.

Company and Contact

Filing Contact Information

Susan Coulter, Consultant susan@coulter-and-associates.com
 379 Princeton-Hightstown Rd 609-443-7540 [Phone]
 Cranbury, NJ 08512 609-443-4103 [FAX]

Filing Company Information

(This filing was made by a third party - coulterandassociatesinc)

| | | |
|--|-------------------------|------------------------------|
| National Guardian Life Insurance Company | CoCode: 66583 | State of Domicile: Wisconsin |
| Two East Gilman Street | Group Code: -99 | Company Type: Life |
| P.O. Box 1191 | Group Name: | State ID Number: |
| Madison, WI 53701 | FEIN Number: 39-0493780 | |
| (888) 729-5433 ext. [Phone] | | |

Filing Fees

| | |
|------------------|-----------------|
| Fee Required? | Yes |
| Fee Amount: | \$200.00 |
| Retaliatory? | No |
| Fee Explanation: | 4 forms at \$50 |
| Per Company: | No |

| COMPANY | AMOUNT | DATE PROCESSED | TRANSACTION # |
|--|----------|----------------|---------------|
| National Guardian Life Insurance Company | \$200.00 | 07/27/2010 | 38312797 |

| | | | |
|--------------------------|---|------------------------|---------------------------------|
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| Project Name/Number: | Group Accident Portability/NGL PORT CERT ACC 5/10 | | |

Correspondence Summary

Dispositions

| Status | Created By | Created On | Date Submitted |
|-----------------|----------------|------------|----------------|
| Approved-Closed | Rosalind Minor | 08/06/2010 | 08/06/2010 |

| | | | |
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Disposition

Disposition Date: 08/06/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

| | | | |
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| Schedule | Schedule Item | Schedule Item Status | Public Access |
|----------------------------|-------------------------|-----------------------------|----------------------|
| Supporting Document | Flesch Certification | Approved-Closed | Yes |
| Supporting Document | Application | Approved-Closed | Yes |
| Supporting Document | trust document | Approved-Closed | Yes |
| Supporting Document | authorization to file | Approved-Closed | Yes |
| Supporting Document | AR certification | Approved-Closed | Yes |
| Form | PORTABILITY CERTIFICATE | Approved-Closed | Yes |
| Form | PORTABILITY APPLICATION | Approved-Closed | Yes |
| Form | PREMIUM RIDER | Approved-Closed | Yes |
| Form | Portability Rider | Approved-Closed | Yes |

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Product Name: Group Accident Portability

Project Name/Number: Group Accident Portability/NGL PORT CERT ACC 510

Form Schedule

Lead Form Number: NGL PORT CERT ACC 510

| Schedule Item | Form Number | Form Type | Form Name | Action | Action Specific Data | Readability | Attachment |
|-----------------------------------|------------------------------|---|----------------------------|---------|--|-------------|-----------------------------------|
| Status | | | | | | | |
| Approved- Closed 08/06/2010 | NGL PORT CERT ACC 5/10 | Certificate | PORTABILITY CERTIFICATE | Initial | | | NGL PORT CERT ACC 5- 10.pdf |
| Approved- Closed 08/06/2010 | ACC PORTAPP 510 | Application/ Enrollment Form | PORTABILITY APPLICATION | Initial | | | ACC PORTAPP 510.pdf |
| Approved- Closed 08/06/2010 | NRID- PREM 2010 | Certificate Amendmen t, Insert Page, Endorseme nt or Rider | PREMIUM RIDER | Other | Other Explanation: use with underlying prior policy - #45232 | | NRID-PREM 2010.pdf |
| Approved- Closed 08/06/2010 | NACC PORT 04/10 | Certificate Amendmen t, Insert Page, Endorseme nt or Rider | Portability Rider | Other | Other Explanation: use with underlying prior policy - #45232 | | NACC PORT 4-10.pdf |

GROUP ACCIDENT INSURANCE CERTIFICATE

Underwritten by: National Guardian Life Insurance Company
Two East Gilman Street
P.O. Box 1191
Madison, WI 53701-1191

Administrator: 
[8485 Goodwood Boulevard
Baton Rouge, LA 70806-7878]

National Guardian Life certifies that the Participants named in the Certificate Schedule are insured for the benefits described in this certificate subject to the terms of the Policy.

National Guardian Life certifies we have issued and delivered the above Group Insurance Policy to The Policyholder.

The terms of the Group Insurance Policy which affect a Participant's coverage are contained in the following pages.

This Certificate of Insurance and the following pages will become Your Certificate. This Certificate is a part of the Group Insurance Policy.

This Certificate replaces any other group accident certificates which National Guardian Life may have issued to You under the Group Insurance Policy specified herein.

Signed for National Guardian Life Insurance Company



[Sherri Kliczak, Secretary]



Mark Solverud, President]

NON-PARTICIPATING

THIS CERTIFICATE PROVIDES COVERAGE FOR LOSSES DUE TO ACCIDENTS ONLY.

**IT DOES NOT PROVIDE COVERAGE FOR SICKNESS OR
LOSSES DUE TO SICKNESS.
PLEASE READ YOUR CERTIFICATE CAREFULLY**

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CERTIFICATE SCHEDULE

| | |
|-----------------------------------|---|
| [Insured: | [John Doe and his or her Eligible Dependents]] |
| [Certificate Number: | 12345] |
| Policyholder: | NGL Employee Benefit Group Insurance Trust |
| [Policyholder's Address: | [Address] |
| Group Policy Number: | [12345] |
| Your Effective Date: | [August 1, 2001] |
| Plan Year: | Policy Year |
| Plan Type: | [24 Hour Coverage] [Off Job Only] |
| Mode of Premium Payment: | [MONTHLY] |
| Method of Premium Payment: | Remitted by Insured To Us |
| [Premium Due Date: | 1 st of every month] |
| [Premium Amount: | [\$xx.xx] |

SCHEDULE OF BENEFITS

[ACCIDENTAL DEATH BENEFITS

| Death Benefits | Member Amount of Insurance | Spouse Amount of Insurance | Child(ren) Amount of Insurance |
|---------------------------------|-------------------------------|-------------------------------|-----------------------------------|
| Accidental Death | [\$10 - \$100,000] | [\$10 - \$100,000] | [\$10 - \$25,000] |
| Common Carrier Accidental Death | [\$10 - \$200,000] | [\$10 - \$200,000] | [\$10 - \$25,000] |

[Spouse Accidental Death Coverage amount is equal to [0%-100%; \$XXXX] of Your coverage amount]

[Child(ren) Accidental Death Coverage amount is equal to [0%-100%; \$XXXX] of Your coverage amount]

]

[ACCIDENTAL DISMEMBERMENT BENEFITS

| Dismemberment Benefits | Member Amount of Insurance | Spouse Amount of Insurance | Child(ren) Amount of Insurance |
|--|-------------------------------|-------------------------------|-----------------------------------|
| Both Hands, both feet, sight of both eyes, or any combination of two or more | [\$10-\$20,000] | [\$10-\$20,000] | [\$10-\$20,000] |
| Loss of One hand or arm | [\$10 - \$10,000] | [\$10 - \$10,000] | [\$10 - \$10,000] |
| Loss of One foot or leg | [\$10 - \$10,000] | [\$10 - \$10,000] | [\$10 - \$10,000] |
| Loss of Sight of one eye | [\$10 - \$10,000] | [\$10 - \$10,000] | [\$10 - \$10,000] |
| Quadriplegia (total paralysis of both upper and lower limbs) | [\$10- \$12,500] | [\$10- \$12,500] | [\$10- \$12,500] |
| Paraplegia (total paralysis of both lower limbs) | [\$10-\$7,500] | [\$10-\$7,500] | [\$10-\$7,500] |
| Hemiplegia (total paralysis of both upper and lower limbs of one side of the body) | [\$10-\$7,500] | [\$10-\$7,500] | [\$10-\$7,500] |
| Uniplegia (total paralysis of one limb) | [\$10-\$5,000] | [\$10-\$5,000] | [\$10-\$5,000] |
| Loss of two or more fingers, toes or any combination of two or more losses | [\$10-\$3,000] | [\$10-\$3,000] | [\$10-\$3,000] |
| Loss of One finger or toe | [\$10-\$1,500] | [\$10-\$1,500] | [\$10-\$1,500] |

[Spouse Accidental Dismemberment Coverage amount is equal to [0% - 100%; \$XXXX] of Your coverage amount]

[Child(ren) Accidental Death Coverage amount is equal to [0% - 100%; \$XXXX] of Your coverage amount]

]

[CATASTROPHIC ACCIDENT BENEFIT

| Catastrophic Accident | Member Amount of Insurance | Spouse Amount of Insurance | Child(ren) Amount of Insurance |
|------------------------------------|-------------------------------|-------------------------------|-----------------------------------|
| Loss of sight in both eyes | [\$10-\$100,000] | [\$10-\$100,000] | [\$10-\$25,000] |
| Loss of use of one arm and one leg | [\$10-\$100,000] | [\$10-\$100,000] | [\$10-\$25,000] |
| Loss of both hands or arms | [\$10-\$100,000] | [\$10-\$100,000] | [\$10-\$25,000] |
| Loss of both feet or legs | [\$10-\$100,000] | [\$10-\$100,000] | [\$10-\$25,000] |
| Loss of one hand and one foot | [\$10-\$100,000] | [\$10-\$100,000] | [\$10-\$25,000] |
| Loss of Hearing of both ears | [\$10-\$100,000] | [\$10-\$100,000] | [\$10-\$25,000] |
| Loss of the ability to speak | [\$10-\$100,000] | [\$10-\$100,000] | [\$10-\$25,000] |

]

[Spouse Catastrophic Accident Coverage amount is equal to [0-100%; \$XXXX] of Your coverage amount]

[Child(ren) Catastrophic Accident Coverage amount is equal to [0-100%; \$XXXX] of Your coverage amount]

[REDUCTION DUE TO AGE:]

[The Catastrophic Accident benefit payout will be reduced by [50%] if the accident occurs between the ages of [65 – 69.]

[The following age reduction rules apply to Your [and Your Spouse's] Accidental Death and Accidental Dismemberment Amount of Insurance:

- [Option 1: 50% at 65]**
[Option 2: 50% at 70]
[Option 3: 50% at 65; 50% at 70]

The premium after the reduction in Amount of Insurance remains the same as the premium for the previous Amount of Insurance before the reduction is taken.

Reduced amounts of Accidental Death and Dismemberment Insurance will be rounded to the next higher multiple \$1,000, if not already such a multiple.]

]

[DISLOCATION BENEFITS

| Dislocation Benefits | Closed/Open Reduction Amount of Insurance | | |
|---|--|-------------------|-------------------|
| | Member | Spouse | Child(ren) |
| Hip | [\$2,500/\$5,000] | [\$2,500/\$5,000] | [\$2,500/\$5,000] |
| Knee (except patella) | [\$1,250/\$2,500] | [\$1,250/\$2,500] | [\$1,250/\$2,500] |
| Ankle-bone(s) of foot (except toes) | [\$1,000/\$2,000] | [\$1,000/\$2,000] | [\$1,000/\$2,000] |
| Collarbone (sternoclavicular) | [\$600/\$1,200] | [\$600/\$1,200] | [\$600/\$1,200] |
| Lower Jaw, Shoulder, Elbow or Wrist | [\$350/\$700] | [\$350/\$700] | [\$350/\$700] |
| Hand bone(s) (except fingers) | [\$350/\$700] | [\$350/\$700] | [\$350/\$700] |
| Collarbone (Acromioclavicular and separation) | [\$125/\$250] | [\$125/\$250] | [\$125/\$250] |
| One finger or one toe | [\$125/\$250] | [\$125/\$250] | [\$125/\$250] |

[Spouse Dislocation Coverage amount is equal to [0-100%] of Your coverage amount]

[Child(ren) Dislocation Coverage amount is equal to [0-100%] of Your coverage amount]]

[FRACTURE BENEFITS

| Fracture Benefits | Closed/Open Reduction Amount of Insurance | | |
|---|--|-----------------|-----------------|
| | Member | Spouse | Child(ren) |
| Skull-depressed (except bones of the face or nose) | [\$2500/\$5000] | [\$2500/\$5000] | [\$2500/\$5000] |
| Skull-simple (except bones of the face or nose) | [\$1250/\$2500] | [\$1250/\$2500] | [\$1250/\$2500] |
| Hip or thigh (femur) | [\$1750/\$3500] | [\$1750/\$3500] | [\$1750/\$3500] |
| Pelvis (except coccyx), Vertebrae (except processes) , Leg (tibia and/or fibula), | [\$1000/\$2000] | [\$1000/\$2000] | [\$1000/\$2000] |
| Vertebral processes | [\$350/\$700] | [\$350/\$700] | [\$350/\$700] |
| Arm, between shoulder and elbow (shaft) | [\$425/\$850] | [\$425/\$850] | [\$425/\$850] |
| Upper Jaw, Maxilla (except Alveolar Process) | [\$425/\$850] | [\$425/\$850] | [\$425/\$850] |
| Shoulder blade (scapula), Collarbone (clavicle, sternum) | [\$350/\$700] | [\$350/\$700] | [\$350/\$700] |
| Knee cap (patella), Ankle, Foot (except toes) | [\$350/\$700] | [\$350/\$700] | [\$350/\$700] |
| Forearm (radius or ulna), hand or wrist (except fingers) | [\$350/\$700] | [\$350/\$700] | [\$350/\$700] |
| Lower jaw (except alveolar process) | [\$350/\$700] | [\$350/\$700] | [\$350/\$700] |
| Rib | [\$300/\$500] | [\$300/\$500] | [\$300/\$500] |
| Bones of face or nose | [\$425/\$850] | [\$425/\$850] | [\$425/\$850] |
| Finger , Toe | [\$75/\$150] | [\$75/\$150] | [\$75/\$150] |
| Coccyx | [\$250/\$500] | [\$250/\$500] | [\$250/\$500] |

[Spouse Dislocation Coverage amount is equal to [0-100%] of Your coverage amount]

[Child(ren) Dislocation Coverage amount is equal to [0-100%] of Your coverage amount]]

[ACCIDENT HOSPITAL & MEDICAL BENEFITS FOR INSURED PERSONS

| Hospital & Medical Benefits | Amount of Insurance |
|---|---------------------------|
| Hospital Admission- per Admission | [\$10-\$1000] |
| Daily Hospital Confinement | [\$10-\$300] |
| Daily Hospital Intensive Care Unit Confinement | [\$10-\$750] |
| Ambulance (ground) | [\$10-\$100] |
| Air Ambulance | [\$10-\$500] |
| [Outpatient Medical Expenses] | [\$10-\$300] |
| [Blood, plasma, platelets] | [\$10-\$300] |
| [Emergency Room Treatment] | [\$10-\$200] |
| Burn Benefits | Amount of Insurance |
| 2 nd degree burn, [36%] of body | [\$10-\$1000] |
| 3 rd degree burn, [9 – 34] square inches | [\$10-\$2000] |
| 3 rd degree burn, [35+] square inches | [\$10-\$12500] |
| [Skin Grafts | [25%/50%] of burn benefit |
| Laceration Benefits | Amount of Insurance |
| Laceration up to 2", stitches | \$75 |

| | |
|---|----------------------------|
| Laceration 2" to 6", stitches | \$250 |
| Laceration over 6", stitches | \$500 |
| [Laceration no stitches | \$50 |
| Other | Amount of Insurance |
| Concussion | [\$10-\$150] |
| Emergency Dental work, extraction | [\$10-\$75] |
| Emergency Dental work, repair/crown | [\$10-\$200] |
| Eye Injury, removal of foreign body or surgery | [\$10-\$250] |
| Tendons / Ligaments / Rotator Cuff | |
| Repair of one | [\$10-\$500] |
| Repair of more than one | [\$10-\$700] |
| Ruptured Disc | |
| 1 st year of coverage | [\$10-\$250] |
| Thereafter | [\$10-\$500] |
| Torn Knee Cartilage | |
| 1 st year of coverage | [\$10-\$300] |
| Thereafter | [\$10-\$600] |
| Exploratory Arthroscopic Surgery | [\$10-\$150] |
| [Physical Therapy – per visit | [\$10-\$25] |
| [Accident follow-up treatment | [\$10-\$75] |
| [Appliances | [\$10-\$150] |
| [Prosthesis device / artificial limb | |
| One prosthetic device/artificial limb | [\$10-\$600] |
| More than one prosthetic device/artificial limb | [\$10-\$1250] |
| [Wellness Benefit | [\$10-\$50] |
| [Transportation | [\$10-\$400] |
| [Lodging | [\$10-\$150] |

DEFINITIONS

[24-Hour Coverage - Coverage is provided under this Policy for Injuries resulting from Covered Accidents incurred on and off the job.]

Administrator - The entity which provides complete service and facilities for the writing and servicing of the Policy as agreed to in a contract with Us.

Accident or Accidental - An unintended or unforeseen bodily Injury sustained by a Insured , wholly independent of disease, bodily infirmity, illness, infection, or any other abnormal physical condition.

Claim - A request for payment of benefits under this Certificate.

[Confined or Confinement - The assignment to a bed as a resident Inpatient in a Hospital on the advice of a Physician or Confinement in an observation unit within a Hospital for a period of no less than 20 continuous hours on the advice of a Physician.]

Covered Accident - An accident which:

1. Occurs after the later of the effective date of the Policy or an Insured 's Effective Date;
2. Occurs while this Certificate is in force;
3. Results in a Covered Loss;
4. Which is independent of all other causes, diseases or bodily infirmity; and
5. Is not excluded by name or specific description in the Certificate.

[Covered Dependent – Means a person who was covered under the Prior Policy and is listed below who is insured under this Certificate:

1. Your spouse; [or lawful Domestic Partner]
2. Your unmarried dependent child under age [18-30], who is your natural or adopted child, step-child, foster child, or child for whom you are a legal guardian and who is primarily dependent on You for support and maintenance.
- [3. Your unmarried child age [Insert same age as in 2, above] or older but less than age [21, 22, 23, 24, 25, 26, 27, 28, 29 or 30] who is:
 - a. Not regularly employed on a full-time basis;
 - b. Primarily dependent upon You for support and maintenance; and
 - c. Enrolled as a full-time student in an accredited educational institution or licensed trade school.]
- [4.] Your unmarried child who has reached age [Insert same age as in 2, above] and who is:
 - a. primarily dependent upon You for support and maintenance; and
 - b. incapable of self-sustaining employment by reason of mental retardation, mental illness or disorder or physical handicap.

Proof of the child's incapacity or dependency must be furnished to Us for an already enrolled child who reaches the age limitation, or when You enroll a new disabled child under the plan.]

Covered Loss - means a loss which meets the requisites of one or more benefits, results from an Injury, and for which benefits are payable under the Policy.

[Emergency Room - A specified area within a Hospital that is designated for the emergency care of accidental Injuries. This area must:

1. Be staffed and equipped to handle trauma;
2. Be supervised and provide treatment by Physicians; and
3. Provide 24 hours a day service by registered graduate nurses (RNs).]

Hospital - An institution that is run for the care and treatment of sick or injured persons as Inpatients and which, on its premises or in facilities available to the Hospital on a pre-arranged basis, meets fully each of the following requirements:

1. is operated in accordance with the laws pertaining to Hospitals in the jurisdiction in which it is located;
2. is under the supervision of a medical staff and has one or more Physicians available at all times;
3. provides 24 hours a day service by registered graduate nurses (RNs); and
4. is not, other than incidentally, a place for the aged, a place for the mentally ill, or a nursing or convalescent home.

An Insured will not be considered Hospital Confined if in a special unit of a Hospital used as a nursing, rest, or convalescent home. Hospital includes a licensed ambulatory surgical facility.

[Hospital Intensive Care Unit (ICU) - means:

1. A specifically designated part of a Hospital called an Intensive Care Unit that provides the highest level of medical care and is restricted to patients who are critically ill or injured and who require intensive comprehensive observation and care;
2. Separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient Confinement;
3. Permanently equipped with special lifesaving equipment for the care of the critically ill or injured;
4. Under constant and continuous observation by a specially trained nursing staff assigned exclusively to the Intensive Care Unit on a 24 hour basis; and
5. Has an assigned Physician on a full-time basis.

An ICU is not a Hospital Sub-Acute Intensive Care Unit which provides a level of medical care below intensive care, but above a regular private or semi-private room or ward.]

[Hospital Sub-Acute Intensive Care Unit - A place which:

1. Is a specifically designated area of the Hospital that provides a level of medical care below intensive care, but above a regular private or semi-private room or ward;
2. Is separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient Confinement;
3. Is permanently equipped with special lifesaving equipment for the care of the critically ill or injured; and
4. Is under constant and continuous observation by a specially trained nursing staff.

A Hospital Sub-Acute Intensive Care Unit may be referred to by other names such as progressive care, intermediate care, or a step-down unit, but it is not a regular private or semi-private room, or a ward with or without monitoring equipment.]

Immediate Family Member – An Insured's parent, step-parent, spouse, child, step-child, brother or sister.

Injury - Accidental body Injury that is the direct result of a Covered Accident. Injuries must be independent of Sickness, disease, bodily infirmity and other causes of the loss and the Accident must occur while this Certificate is in force.

Inpatient - An Insured who is a resident patient using the room and board facilities of a Hospital.

Insured –You (the Insured Member) [and each Covered Dependent.]

Member - The [Employee][Member] of the Policyholder.

[Off Job Accident - A Covered Accident that does not occur while an Insured is working for pay or profit.

Outpatient - An Insured who receive health care services or medical treatment where he or she is not admitted to a Hospital or other healthcare facility.

Physician - a person licensed to practice medicine in the state in which treatment is received and providing treatment or advice in accordance with the license. State law may require consideration of professional services of a practitioner other than a medical Physician. If so, the term "Physician" also includes persons recognized as qualified to treat the accidental Injury for which claim is made by the state in which treatment is received. The Physician may not be You or an Immediate Family Member.

[Physical Therapist - a person, other than the covered person or a family member, who:

1. Is licensed by the state to practice physical therapy;
2. Performs services which are allowed by his license;
3. Performs services for which benefits are provided by this policy; and
4. Practices according to the Code of Ethics of the American Physical Therapy Association.]

Policyholder - The entity stated on the front page of the Policy.

Prior Policy means the group accident policy under which a Covered Person was covered on the date immediately prior to the effective date of this Certificate.

You or Your – The Insured Member of the Policyholder.

INDIVIDUAL PERIOD OF COVERAGE

Effective Date: Your insurance and that of Your Covered Dependents is effective on the Effective Date shown in the Certificate Schedule. You and Your Covered Dependents must have been covered under the Prior Plan on the date immediately prior to Your Effective Date in order for insurance to become effective under this Certificate, except for a Change in Family Status.

Change in Family Status: You may change Your coverage if a change in family status occurs, provided written application to enroll is made within 31 days of the event. A change in family status means any of the following events:

1. [Marriage [or Domestic Partnership]];
2. [Divorce or legal separation];
3. Birth or adoption of a child;
4. [Death of a spouse or child];
5. Other changes as permitted by the Policyholder.

Termination Dates: Insurance will cease for You [and all Your Covered Dependents] on the first to occur of:

- (1) the date You reach age 65;
- (2) the last day of the period for which You have paid the premium due, subject to the grace period;
- (3) the date You enter active full-time duty in the armed forces (land, water, air) of any country or authority; this does not include active duty for training for 2 months or less; or
- (4) the date the Group Insurance Policy ceases.

[A Dependent Child's insurance will cease on the date We receive Your request to terminate a Covered Dependent's insurance.]

INDIVIDUAL PREMIUMS

You are required to pay the premium when due directly to Us. The first premium is due on the Effective Date. Premiums after the first are due on the Premium Due Date or within the grace period.

Grace Period: A grace period of 31 days is granted for the payment of each premium due after the first. The coverage stays in force if the premium is paid during this grace period, unless We are given written notice that the insurance is to be ended before the Grace Period. We may require payment of any pro-rata premium for the time the insurance was in effect during the Grace Period.

Right to Change Premiums: We have the right to change premium rates after the first anniversary of Your insurance subject to [45,60] days advanced written notice.

DESCRIPTION OF COVERAGE

Subject to the limitations and exclusions described in the Policy, We pay benefits as follows:

ACCIDENTAL DEATH BENEFIT

If an Injury to an Insured due to a Covered Accident results in death within [90, 180, 365] days of the Accident causing such Injury, We will pay the Amount of Insurance shown in the Schedule of Benefits. If the Insured suffers an Accidental Death such that an Accidental Death Benefit is payable under this Policy, We will pay the beneficiary in accordance with Part X Section E. Payment of Claims. If this benefit is paid, the Common Carrier Accidental Death benefit will **not** be paid.

COMMON CARRIER ACCIDENTAL DEATH

If an Injury to an Insured due to a Covered Accident results in death within [90, 180, 365] days of the Accident causing such Injury, We will pay the Amount of Insurance shown in the Schedule of Benefits. A Covered Accident is one where the Insured is a fare-paying passenger on a Common Carrier. If the Insured suffers a Common Carrier Accidental Death such that a Common Carrier Accidental Death Benefit is payable under this Policy, We will pay the beneficiary in accordance with Part X Section E. Payment of Claims. If this benefit is paid, the Accidental Death benefit will **not** be paid.

Definition(s), for purposes of this benefit:

Common Carrier - Commercial airplanes, trains, buses, trolleys, subways, ferries and boats that operate on a regularly scheduled basis between predetermined points or cities. Taxis and privately chartered vehicles are not Common Carriers.

ACCIDENTAL DISMEMBERMENT BENEFIT

If:

1. Injury to an Insured due to a Covered Accident results in any one of the Covered Losses defined below; and
2. The loss occurs within [90, 180, 365] days of the Accident,

We will pay the Amount of Insurance shown in the Schedule of Benefits for that Covered Loss.

Definition(s), for purposes of this benefit:

Loss of a hand - the hand is severed through or above the wrist joint or the use of the hand is permanently lost.

Loss of an arm - the arm is severed through or above the elbow joint or the use of the arm is permanently lost.

Loss of a foot - the foot is severed through or above the ankle joint or the use of the foot is permanently lost.

Loss of a leg - the leg is severed through or above the knee joint or the use of the leg is permanently lost.

Loss of a finger - the finger is severed at the joint proximate to the first interphalangeal joint where it is attached to the hand.

Loss of toe - the toe is severed at the joint proximate to the first interphalangeal joint where it is attached to the foot.

Loss of sight of one eye - at least 80% of vision is permanently lost as determined by a Physician.

Paralysis with regard to Quadriplegia, Paraplegia, Uniplegia and Hemiplegia- the loss of use without severance of the applicable limbs, which is continuous and uninterrupted. Such loss must be certified by a licensed Physician to be permanent and irreversible. Loss of Use means the total and irrecoverable Loss of Use provided the Loss of Use is continuous for [12] consecutive months, and such Loss of Use is determined to be permanent and irrecoverable at the end of such period.

Multiple Dismemberments:

If a person loses a finger or toe and later loses a hand or foot within [90, 180, 365] days on the same side of the body as a result of the same Covered Accident, We will subtract the amount We paid for that loss of a finger or toe from the benefit We paid for the loss of a hand or foot..

[If more than one dismemberment is sustained in any one Injury, only one amount, the largest will be payable.]

[CATASTROPHIC ACCIDENT BENEFIT

If:

1. Injury to an Insured due to a Covered Accident results in any one of the Catastrophic Covered Losses specified below within 365 days of the Accident;
2. The Insured is Under the Care of a Physician during the 365 day elimination period following the Accident; and
3. The Insured is alive at the end of the 365 day elimination period

We will pay the Amount of Insurance shown in the Schedule of Benefits for that Covered Loss. This benefit is payable only once in the Insured's lifetime.

Catastrophic Loss means an Injury that within 365 days of the Covered Accident results in total and irrecoverable:

- Loss of both hands or both feet; or
- Loss of both arms or both legs; or
- Loss of one hand and one foot; or
- Loss of use of one arm and one leg: The loss of use of an arm means the loss of function of the entire arm from the shoulder to the hand. The loss of use of a leg means the loss of function of the entire leg from the hip to the foot; or
- Loss of sight in both eyes: The loss of sight means both eyes are totally blind and that no sight can be restored; or
- Loss of the hearing in both ears: The loss of hearing means deafness in both ears, such that it cannot be corrected to any functional degree by any procedure, aid or device; or
- Loss of the ability to speak: The loss of the ability to speak means loss of audible communication, such that it cannot be corrected to any functional degree by any procedure, aid or device.

DISLOCATION BENEFIT

If:

1. An Injury to an Insured due to a Covered Accident results in a Dislocation; and
2. The Dislocation is diagnosed by a Physician within [90, 180, 365] days after the Accident; and
3. The Dislocation requires correction with anesthesia by a Physician. [It can be corrected by Open (surgical) or Closed (non-surgical) Reduction.],

We will pay the Amount of Insurance shown [for the Open or Closed Reduction] in the Schedule of Benefits.

If an Insured receives more than one Dislocation in a Covered Accident, [and requires Open or Closed Reduction], payment will be made for all Dislocations. However, payment will not exceed more than two times the amount of the joint involved which has the highest benefit amount as shown in the Schedule of Benefits.

If the Dislocation requires reduction without anesthesia by a Physician, [10-25%] of the [Closed Reduction] amount listed will be paid.

If an Insured receives a Fracture or a Dislocation and tears, ruptures or severs a tendon/ligament/rotator cuff in the same Covered Accident, only one benefit will be paid. The larger of the tendon/ligament/rotator cuff, the Fracture benefit, or the Dislocation benefit will be payable.

This benefit will only be paid once for the first Dislocation of a joint after the Insured's Effective Date of Coverage. Subsequent Dislocations of the same joint after such Effective Date will not be covered.

Definition(s) for purposes of this benefit:

Dislocation - a completely separated joint.

FRACTURE BENEFIT

If:

1. An Injury to an Insured due to a Covered Accident results in a Fracture; and
2. The Fracture is diagnosed as a Fracture by a Physician within [30-90] days after the Accident; and
3. [The Fracture requires Open (surgical) or Closed (non-surgical) Reduction by a Physician],

We will pay the Amount of Insurance shown [for the Open or Closed Reduction] in the Schedule of Benefits.

If an Insured receives more than one Fracture in a Covered Accident, [and requires open or closed reduction,] payment will be made for all Fractures. However, payment will not exceed more than two times the amount of the bone involved which has the highest benefit amount.

If a Physician diagnoses the Fracture as a Chip Fracture, [10%-25%] of the [closed reduction] Amount of Insurance listed for the bone involved will be paid.

If an Insured receives a Fracture or a Dislocation and tears, ruptures or severs a tendon/ligament/rotator cuff in the same Covered Accident, only one benefit will be paid. The larger of the tendon/ligament/rotator cuff, the Fracture benefit, or the Dislocation benefit will be payable.

If an Insured receives a Fracture and a Dislocation in the same Accident, payment will be made for both. However, payment will not exceed two times the amount of the bone or joint involved which has the highest benefit amount.

Definition(s), for purposes of this benefit:

Chip Fracture - also known as an avulsion fracture. It involves a small chip of a bone being torn away by the tendon or ligament.

Fracture - a break in a bone which can be seen by X-ray.

ACCIDENT HOSPITAL & MEDICAL BENEFITS

Hospital Admission Benefit

If an Insured is admitted to a Hospital and Confined as the result of Injuries received in a Covered Accident, We will pay the benefit shown in the Schedule of Benefits for the admission. The Insured must become Confined within [3-6] months after the Covered Accident. The benefit will be paid once per Covered Accident. No benefit will be paid for:

1. Emergency Room treatment;
2. Outpatient treatment; or
3. A stay of less than 20 hours in an observation unit.

Daily Hospital Confinement Benefit

If an Insured is Confined in a Hospital or a Hospital Sub-Acute Intensive Care Unit as the result of Injuries received in a Covered Accident, We will pay the Daily Hospital Confinement Benefit shown in the Schedule of Benefits. The Insured must become Confined in a Hospital or a Sub-Acute Intensive Care Unit within [3-6] months after the Covered Accident. Benefits will be paid for only one Hospital Confinement at a time even if it is caused by more than one Covered Accident. Benefits may be paid for up to [180-365] days per Covered Accident.

If an Insured is Confined in a Hospital or a Hospital Sub-Acute Intensive Care Unit, and is Confined again within [30-90] days after his or her release from the Hospital or Hospital Sub-Acute Intensive Care Unit for Injuries received in the same Covered Accident or a related condition, We will treat this Confinement as a continuation of the prior Confinement for purposes of the benefit maximum period of [180-365] days. If more than [30-90] days have passed between the periods of Hospital Confinement or Hospital Sub-Acute Intensive Care Unit Confinement, We will treat this Confinement as a new Confinement for purposes of the benefit maximum of [180-365] days. No benefit will be paid for:

1. Emergency Room treatment;
2. Outpatient treatment; or
3. A stay of less than 20 hours in an observation unit.

The Hospital Confinement benefit and the Hospital Intensive Care Unit Confinement benefit will **not** be paid for concurrently.

Daily Hospital Intensive Care Unit Confinement Benefit

If an Insured is Confined to a Hospital Intensive Care Unit as the result of Injuries received in a Covered Accident, We will pay the benefit shown in the Schedule of Benefits. The Confinement in a Hospital Intensive Care Unit must begin within [15-30] days after the Covered Accident. This benefit may be paid for up to [7-15] days per Covered Accident.

If an Insured was Confined in a Hospital Intensive Care Unit and becomes Confined to a Hospital Intensive Care Unit again within [30-90] days after his or release from the Hospital Intensive Care Unit for Injuries received in the same Covered Accident or for a related condition, the Confinement will be treated as a continuation of the prior Confinement for purposes of the benefit maximum of [7-15] days per Covered Accident. If more than [30-90] days

have passed between the periods of Confinement in a Hospital Intensive Care Unit, the Confinement will be treated as a new Confinement for purposes of the benefit maximum of [7- 15] days.

If an Insured is Confined to a Hospital Intensive Care Unit that does not meet the definition in the Policy of a Hospital Intensive Care Unit, the Hospital Confinement benefit will be paid. We will **not** pay the Hospital Intensive Care Unit Confinement benefit and the Hospital Confinement benefit concurrently.

Ambulance Benefit

If a licensed professional ambulance company transports an Insured by ground transportation to or from a Hospital or between medical facilities, where treatment for Injuries is received as the result of a Covered Accident., We will pay the benefit shown in the Schedule of Benefits. The ambulance transportation must be within [30-90] days after the Covered Accident. We will pay this amount once per Covered Accident.

Air Ambulance Benefit

If a licensed professional air ambulance company transports by air an Insured to or from a Hospital or between medical facilities where treatment for Injuries is received as the result of a Covered Accident, We will pay the benefit shown in the Schedule of Benefits. The air ambulance transportation must be within [24-48] hours after the Covered Accident. The benefit amount is paid once per Covered Accident.

[Outpatient Medical Expenses Benefit

If an Insured requires Outpatient medical or surgical treatment that is recommended or advised by a physician, due to Injury as the result of a Covered Accident, We pay the expenses incurred for treatment up to the benefit amount shown in the Schedule of Benefits. Expenses incurred for this benefit are limited to physician fees, x-rays, and emergency services. Treatment must be performed in a Physician's office or outside of the Hospital. This benefit is payable only once per Plan Year.]

[Blood/Plasma/Platelet Benefit

If an Insured sustains an Injury as the result of a Covered Accident and requires the transfusion, administration, cross matching, typing and processing of blood/plasma/platelets as the result of the Injury, We will pay the benefit shown in the Schedule of Benefits. The blood/plasma/platelets must be administered within [90] days after the Covered Accident. Benefit amount is paid once per Covered Accident.]

[Emergency Room Treatment Benefit

If an Insured :

1. sustains an Injury as the result of a Covered Accident; and
2. requires examination and treatment by a Physician in a Hospital Emergency Room within [48 - 72] hours after the Covered Accident,

We will pay the benefit shown in the Schedule of Benefits. The benefit amount is paid once per Covered Accident. Follow-up treatment prescribed by a Physician will be paid under the Accident Follow-up Treatment Benefit and not this benefit.]

Burn Benefit

If an Insured receives burns as the result of a Covered Accident, We will pay the applicable amount listed in the Schedule of Benefits. The burns must be treated by a Physician within [48 - 72] hours after the Covered Accident.

[Skin Grafts Benefit

If an Insured requires a skin graft for a burn for which a benefit was received under the Burn Benefit, We will pay a benefit equal to [10%-25%] of the applicable Burn Benefit paid. This benefit will be payable only once per Covered Accident.]

Lacerations Benefit

If an Insured receives a Laceration as a result of a Covered Accident, We will pay the benefits as shown in the Schedule of Benefits. The laceration must be repaired by a Physician within [48 - 72] hours after the Covered Accident. The amount paid will be based on the total length of all lacerations received in any one Covered Accident which require repair. [If the laceration is severe enough to require stitches but the Physician chooses to repair it in another way, We will pay it as a laceration repaired with stitches.]

If an Insured receives a laceration on a finger, toe, hand, foot, or eye and later loses that finger, toe, hand, foot or eye as the result of the same Covered Accident, We will subtract the amount We paid under the Laceration benefit from the Loss of Finger, Toe, Hand Foot or Sight of an Eye Benefit shown in the Accidental Dismemberment Benefit.

Definition(s) for purposes of this benefit:

Laceration – a type of Injury in which the skin is torn, cut or punctured (an *open* wound).

Concussion Benefit

If an Insured sustains a concussion (Mild Traumatic Head Injury) as a result of a Covered Accident that is diagnosed by a Physician within [48 -72] hours from the date of the Covered Accident using any type of medical imaging procedure (i.e., X-ray, CAT scan and/or MRI), We will pay the benefit shown in the Schedule of Benefits.

Emergency Dental Work Benefit

If an Insured requires dental work to Sound Natural Teeth as the result of Injuries received in a Covered Accident, We will pay the benefit shown in the Schedule of Benefits. Benefits are paid once per Covered Accident regardless of the number of teeth involved. The Insured must be treated by a dentist within [48 - 72] hours of a Covered Accident. Benefits are payable for treatment for:

1. broken teeth repaired with crown(s); and
2. broken teeth resulting in extractions(s).

We do not pay for:

1. Retreatment of conditions
2. Dental conditions existing before the Covered Accident or
3. Artificial and endodontic dental implants and related services, including repair and maintenance of implants and surrounding tissue.

Definition(s) for purposes of this benefit:

Sound Natural Teeth - natural teeth that are either unaltered or fully restored to their normal function and are disease free, have no decay, and are not more susceptible to Injury than unaltered natural teeth.

Eye Injury Benefit

If an Insured sustains an eye Injury as a result of a Covered Accident, We will pay the benefit shown in the Schedule of Benefits. The eye Injury must require surgery or removal of a foreign object by a Physician within [90] days of the Covered Accident. The benefit will be paid once for each Covered Accident. An examination with anesthesia will not be considered surgery solely because anesthesia was used for purposes of this benefit.

Tendons/Ligaments/Rotator Cuff Benefit

If an Insured injures a tendon, ligament, or rotator cuff as the result of Injuries received in a Covered Accident, We will pay the benefit shown in the Schedule of Benefits. The tendon, ligament or rotator cuff must be torn, ruptured or severed and must be repaired through surgery by a Physician within [30-90] days after the Accident.

If Exploratory Arthroscopic Surgery is performed and no repair is done, the benefit entitled Exploratory Arthroscopic Surgery shown in the Schedule of Benefits will be paid in lieu of the Tendons/Ligament/Rotator Cuff Benefit.

If an Insured receives a Fractured or a Dislocation and tears, ruptures, or severs a tendon, ligament, or rotator cuff in the same Covered Accident, only one benefit is payable. The larger of the Tendons/Ligament/Rotator Cuff Benefit, the Fractured benefit or the Dislocation benefit will be payable.

Ruptured Disc Benefit

If Injury to an Insured as a result of a Covered Accident results in a ruptured disc in his or her spine, We will pay the benefit shown in the Schedule of Benefits. The ruptured disc must be treated by a Physician within [30-60] days after the accident. It must be repaired through surgery by a Physician within one year after the Accident. The benefit is paid once for each Covered Accident.

Torn Knee Cartilage Benefit

If Injury to an Insured as a result of a Covered Accident results in a Torn Knee Cartilage (meniscus), We will pay the Benefit shown in the Schedule of Benefits. The torn knee cartilage must be treated by a Physician within [30-60] days after the Covered Accident. It must be repaired through surgery by a Physician within six months after the Covered Accident. One benefit will be paid for each Covered Accident. If Exploratory Arthroscopic Surgery is performed and no repair is done, or if the cartilage is shaved (debridement), the benefit entitled Exploratory Arthroscopic Surgery shown in the Schedule of Benefits will be paid in lieu of the Torn Knee Cartilage (meniscus) Benefit.

[Physical Therapy Benefit

If an Insured requires physical therapy treatment due to Injury as the result of a Covered Accident, We will pay the

benefit shown in the Schedule of Benefits. We will pay for a maximum of [3-6] treatment visits per Covered Accident. Therapy must begin within [60] days after the Covered Accident and must be completed within [3-6] months after the Covered Accident. All services must be:

1. Prescribed by a Physician and rendered by a licensed Physical Therapist; and
2. Performed in an office or in a Hospital on an Inpatient or Outpatient basis.]

[Accident Follow-up Treatment Benefit: If an Insured receives follow-up treatment that is recommended or advised by a Physician for Injuries received as the result of a Covered Accident for which benefits have been paid or are payable under the Policy, We will pay the benefit shown in the Schedule of Benefits. A benefit is payable once per Covered Accident. The Follow-up Treatment must:

1. Be within [90] days of the Accident;
2. Be due to Injuries received as a result of a Covered Accident;
3. Be provided in a Physician's office or Emergency Room;
4. Occur after initial treatment in a Physician's office or Emergency Room; and
5. Not be for routine examinations or preventive testing.]

[Appliance Benefit: If an Insured sustains an Injury as a result of a Covered Accident for which benefits were paid or payable under the Policy and a Physician prescribes the use of a medical appliance as an aid in personal locomotion or mobility, We will pay the benefit shown in the Schedule of Benefits for such appliance. Crutches and wheelchairs are examples of medical appliances. The use of an appliance must begin within [30-90] days after the Covered Accident. We will pay the benefit once per Covered Accident..]

[Prosthetic Device/Artificial Limb Benefit: If, due to an Injury as the result of a Covered Accident for which benefits were paid or payable under the Policy, a Physician prescribes a prosthetic device/artificial limb for functional use when the Insured loses a hand, foot or sight of an eye due to a Covered Accident, We will pay the benefit shown in the Schedule of Benefits. The prosthetic device/artificial limb must be received within one year of the Covered Accident. Benefit will be paid once per Covered Accident and does **not** apply to hearing aids, dental aids, including false teeth, eye glasses or for cosmetic prosthesis such as hair wigs. Payment will **not** be made for joint replacement such as an artificial hip or knee.]

[Wellness Benefit: We will pay this benefit if an Insured has one of the following screening tests performed while coverage under this certificate is in force. We will pay up to [\$50] for one of the following screening tests. Payment of this benefit will not reduce any other benefits payable under the certificate. This benefit is payable once per Plan Year for each Insured .

Screening test is defined as:

- o Stress test on a bicycle or treadmill,
- o Fasting blood glucose test,
- o Blood test for triglycerides,
- o Serum cholesterol test to determine level of HDL and LDL,
- o Bone marrow testing,
- o Breast ultrasound,
- o CA 15-3 (cancer antigen 15-3 - blood test for breast cancer),
- o CA125 (cancer antigen 125 - blood test for ovarian cancer),
- o CEA (carcinoembryonic antigen - blood test for colon cancer),
- o Chest X-ray,
- o Colonoscopy,
- o Flexible sigmoidoscopy,
- o Hemoccult stool analysis,
- o Mammography,
- o Pap smear,
- o PSA (blood test for prostate cancer),
- o Serum Protein Electrophoresis (blood test for myeloma),
- o Thermography,
- o ThinPrep Pap Test,
- o Virtual Colonoscopy
- o H1N1 vaccination
- o Child immunizations
- o Child sports physicals]

Transportation Benefit: If an Insured needs to be transported to receive special treatment and Confinement in a Hospital for Injuries that resulted from a Covered Accident, We will pay the Benefit Amount shown in the Schedule of

Benefits. Treatment must be prescribed by a Physician and not available locally. Travel must be a distance of more than 100 miles from the Insured's principal residence. Transportation by ground ambulance or air ambulance is covered under the Ambulance and Air Ambulance Benefits under the Policy and not under this benefit.

Lodging Benefit: When an Insured must travel more than 100 miles from the Insured's principal residence to receive special treatment and Confinement in a Hospital for Injuries that resulted from a Covered Accident, We will pay the Benefit Amount shown in the Schedule of Benefits per night for an Immediate Family Member. This benefit is only payable for motel/hotel stays during the period of time the Insured Person is Confined to the Hospital

LIMITATIONS AND EXCLUSIONS

This plan will not pay benefits for loss due to or directly contributed to by:

1. Having any sickness or declining process caused by a sickness, including physical or mental infirmity. Also, benefits will not be paid to diagnose or treat the sickness. Sickness means any illness, infection, disease or any other abnormal physical condition which is not caused by an Injury;
2. Act of war, whether or not declared, participation in a riot, insurrection or rebellion;
3. Injury incurred prior to the effective date of coverage;
4. Intentional self-inflicted Injuries;
5. Bacterial infection (except pyogenic infections which shall occur with and through an accidental cut or wound);
6. Injury incurred while committing or attempting to commit a felony;
7. Suicide or attempted suicide, whether sane or insane (in Missouri, while sane);
8. Injury sustained while under the influence of alcohol or any narcotic, unless administered upon the advice of a Physician;
9. Alcohol abuse or alcoholism, drug addiction or dependence upon controlled substances;
10. Participation in any form of aeronautics except as a fare paying passenger in a licensed aircraft provided by a Common Carrier and operating between definitely established airports;
11. Driving in an organized or scheduled race or speed test or while testing an automobile or vehicle on any racetrack or speedway;
12. Hernia, including complications due to a hernia;
13. Engaging in hang-gliding, parachuting, bungee-jumping, sail-gliding, para-sailing, para-kiting, or mountain gliding;
14. Any Injury incurred while an active member of the Military; Naval; or Air Forces of any country or combination of countries. Upon notice and proof of service in such forces, we will return the pro-rata portion of the premium paid for any period of such service;
15. Participation in any sport for pay or profit.

In addition:

1. Benefits will not be paid for services rendered by an Immediate Family Member; and
2. Benefits will not be provided for medical treatment for an Accident received outside the United States or its territories.

GENERAL PROVISIONS

A. Notice of Claim

Written notice of claim must be given to Us within 20 days after the Covered Loss starts or as soon as reasonably possible. Notice should be sent to Our Administrator at the following address:

[National Guardian Life Insurance Company
c/o AlwaysCare Benefits, Inc., 8485 Goodwood Boulevard, Baton Rouge, LA 70806-7878]

B. Claim Forms

When the Administrator receives notice of Claim that does not contain all necessary information, forms for filing proof of loss will be sent to You along with a request for the missing information. If these forms are not sent within fifteen (15) days after receiving notice of claim, You will meet the proof of loss requirements if the Administrator is given written proof of the nature and extent of the loss within the time stated in the Proof of Loss provision.

C. Proof Of Loss

Written proof of loss must be given to the Administrator within ninety (90) days after the loss begins. We will not deny nor reduce any claim if it was not reasonably possible to give proof of loss in the time required. In any event, proof must be given to the Administrator within one (1) year after it is due, unless You are legally incapable of doing so.

D. Time of Payment of Claims

We will pay claims for all Covered Losses, other than Covered Losses for which this Certificate provides any periodic payment immediately upon receipt of written proof of loss that is acceptable to Us.

Unless an optional periodic payment is stated or chosen, any Covered Loss to be paid in periodic payments will be paid at the end of each monthly period. The unpaid balance, which remains when Our liability ends, will then be paid when We receive the proof of Covered Loss that is acceptable to Us.

E. Payment of Claims

1. Loss of Life. Covered Losses resulting from the Insured 's death are paid to the named beneficiary at the time of death. If there is no beneficiary named or the named beneficiary predeceases or dies at the same time as the Insured, We will pay the benefit to the Insured 's survivors in the following order:
 - a. the Insured 's legally married spouse or Domestic Partner;
 - b. the Insured 's child(ren);
 - c. the Insured 's parents;
 - d. the Insured 's brothers and sisters;
 - e. the Insured 's estate.
2. All Other Claims. Benefits are paid to You. You may direct in writing that all or part of the benefit be paid directly to the party who furnished the service. The direction may be changed by You at any time up to the filing of the Proof of Loss. If You die before all payments due have been made, the amount still payable will be paid to Your beneficiary, or if there is no beneficiary designated, as set forth above.

F. Beneficiaries

You have the sole right to name a beneficiary. The beneficiary has no interest in the Certificate other than to receive certain payments. You may change the beneficiary at any time. Consent to a change by a prior beneficiary is not needed unless the previous beneficiary was designated as irrevocable. Any beneficiary designation must be in writing on a form acceptable to Us.

If any payee is a minor or is not competent to give a valid release for the payment, the payment will be made to the legal guardian of the payee's property. If the payee has no legal guardian for his or her property, a payment not exceeding \$1,000 may be made, at Our option, to any relative by blood or connection by marriage of the payee, who, in Our opinion, has assumed the custody and support of the minor or responsibility for the incompetent person's affairs.

G. Legal Actions

No legal action may be brought to recover on the Policy before sixty (60) days after written proof of loss has been furnished as required by the Policy. No such action may be brought after three (3) years from the time written proof of loss is required to be furnished.

H. Physical Examination and Autopsy

While a claim is pending We have the right at Our expense:

1. to have the person who has a loss examined by a Physician when and as often as We feel is necessary; and
2. to make an autopsy in case of death where it is not forbidden by law.

I. Assignment

We will recognize any assignment made by the Insured under the Certificate provided it is duly executed and a copy is on file with Us. We and the Policyholder assume no responsibility for the validity or effect of an assignment.

J. Time Limit on Certain Defenses

After two years from the date on which a person becomes covered under the Certificate, no statements, except fraudulent misstatements made by the Insured in the application for coverage, shall be used to void the Certificate or deny a claim. No statement by an Insured concerning his or her insurability will be used by Us to deny liability unless:

1. it is stated on a written application signed by the Insured or his or her personal representative; and
2. a copy of such application is given to such Insured or personal representative.

Any increase in coverage, as requested by application from You, shall begin a new two year contestable period for the amount of the increase from the Effective Date of such coverage.

K. Fraudulent Misstatement

If an Insured makes a fraudulent misstatement in the application for coverage under the Certificate, We may reduce or deny any claim or void the Policy at any time.

L. Misstatement of Age

If the age of an Insured has been misstated, We will make an equitable adjustment of the premium and benefits. The premium will be the difference between the premiums paid and the premiums that would have been paid at Your true age. If coverage would not have been issued, We will refund the premiums paid for such insurance and terminate the insurance, if no benefits have been paid. Benefits payable will be based on the correct age and premium paid.



Application for Portability Group Accident Insurance

Underwritten by: National Guardian Life Insurance Company*
Administered by: AlwaysCare Benefits, Inc. (a Starmount Life Insurance company)
[P.O. Box 98100 Baton Rouge, LA 70898-9100, (225)926-2888 or 1-888-729-5433]

Instructions:

To elect portability this application must be completed and signed by the Policyholder and Applicant. Return the completed application to Us, with the required premium (the enclosed Premium Notice outlines the monthly premium rates and modes of payment), within the later of:

1. 31 days after Group Accident Insurance terminates; or
2. 15 days from the date Your Policyholder signs the enrollment form.

Send the completed enrollment form and initial premium to:

By Mail:

AlwaysCare Benefits, Inc.
P.O. Box 98100
Baton Rouge, LA 70898-9100

By Email:

eligupdates@AlwaysCareBenefits.com

By Fax:

1-888-729-7827

NOTE: Portability requests will not be accepted if they are received more than 91 days after Group Accident Insurance terminates. We will verify eligibility for coverage, either issue a certificate of insurance under a portability policy or notify You that You are not eligible and the reasons why.

Part A (To be completed by the Policyholder)

| | | |
|--|---------------|--|
| Policyholder Name ([Employer])[Association] | | Group Code |
| Member's Name (Last, First, MI) | Soc. Sec. No. | Date [Employment][Membership] Terminated |
| [Reason for termination of coverage] [<input type="checkbox"/> Termination of employment] [<input type="checkbox"/> Member no longer in an eligible class] [<input type="checkbox"/> Death of the Member] [<input type="checkbox"/> Other _____] | | |

As a representative of the Policyholder, I represent that coverage for the named Member under the Priop Policy did not terminate because:

1. Required premiums were not paid when due; or
2. The Member has reached age 65 on or before the date coverage under the Policy ended; or
3. The Policy terminated.

WARNING: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Authorized Representative of Policyholder Signature:_____

*National Guardian Life Insurance Company is not affiliated with The Guardian Life Insurance Company a/k/a The Guardian or Guardian Life.

Part B (To be completed by the Applicant)

| | | | |
|--|-----------------------|---------------|--|
| Member's Home Address (Street, City, State, Zip) | | Birth Date | Sex <input type="checkbox"/> M <input type="checkbox"/> F |
| Home Telephone Number | Work Telephone Number | Email Address | |

Please complete the following for all dependents to be covered:

| Name (Last First, MI) | Social Security Number | Sex | Birth Date | F/T Student |
|---------------------------|------------------------|---|------------|---|
| Spouse[/Domestic Partner] | | <input type="checkbox"/> M <input type="checkbox"/> F | | |
| Child(ren) | | <input type="checkbox"/> M <input type="checkbox"/> F | | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | | <input type="checkbox"/> M <input type="checkbox"/> F | | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | | <input type="checkbox"/> M <input type="checkbox"/> F | | <input type="checkbox"/> Yes <input type="checkbox"/> No |

You are currently covered under the Group Accident Program. Group Accident Insurance may be ported for the following individuals who are currently covered under the Group Accident Policy [as long as they are under the age of 65: You, You and Your spouse[/domestic partner]; or You and all eligible dependents. You must be eligible to port in order for Your dependents to port with one exception. In the event of Your death, a surviving spouse[/domestic partner] under the age of 65 may port the coverage for him/herself and all eligible dependent children.

Ported coverage is being elected for:

- ☐ Member Only
 ☐ Surviving Spouse
☐ Member and Spouse[/domestic partner]
 ☐ Surviving Spouse and Child(ren)
☐ Member and all Eligible Dependents

The following benefits are available under the ported coverage:

| <u>Member</u> | <u>Spouse[/domestic partner]</u> | <u>Child(ren)</u> |
|--|--|--|
| Maximum Basic Benefit Amount: \$_____ | Maximum Basic Benefit Amount: \$_____ | Maximum Basic Benefit Amount: \$_____ |
| Lifetime Benefit Maximum Payout: \$_____ | Lifetime Benefit Maximum Payout: \$_____ | Lifetime Benefit Maximum Payout: \$_____ |

Such amounts will be reduced by any benefits previously paid under the Prior Policy.

I declare that the information I have completed on this enrollment form is complete and true. I have read and understand the statements and understand an agent or broker cannot guarantee coverage, revise rates, benefits, or provisions without written approval from National Guardian Life Insurance Company.

WARNING: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Member Signature: _____

Spouse[/Domestic Partner] Signature, if applicable: _____



A Mutual Company Incorporated in 1909
PO Box 1191 • Madison, WI 53701-1191 • Phone 800-988-0826

The Policy and Certificate to which this rider is attached are amended as follows:

PREMIUM PROVISIONS RIDER

1. The face pages of the Policy and Certificate are amended to include the following caveat:

[NON-CONTRIBUTORY][CONTRIBUTORY]

2. Item B under Part I of the Policy is amended to read:

B. PAYMENT OF PREMIUMS: The premiums due under this Policy are payable in advance directly to Us at the Administrator's Office. The first premium is due on the Effective Date of this Policy. Premiums after the first are due on the Premium Due Date shown on the face page of this Policy. Premiums are remitted to Us in one of three ways:

1. the Member contributes to the cost of the insurance through the Policyholder, who then submits payment to Us;
2. the Policyholder contributes 100% of the premium contribution and pays premiums directly to Us;
- or
3. the Member pays the premiums directly to Us.

The Certificate Schedule of Benefits shows the method of premium payment.

3. Part III, General Definitions is amended by the addition of the following definitions:

[Contributory: You pay all or a portion of the premium for coverage.]

[Non-Contributory: You pay no portion of the premium for coverage.]

4. The first paragraph under PART VII, INDIVIDUAL PREMIUMS of the Certificate of Insurance is amended to read:

Members may be required to contribute, either in whole or in part, to the cost of their insurance. This is subject to the terms established by the Policyholder. Your premium contributions, if required, are remitted to Us in one of three ways:

1. You contribute to the cost of the insurance through the Policyholder, who then submits payment to Us;
2. The Policyholder contributes 100% of the premium contribution and pays premiums directly to Us;
- or
3. You pay Your premiums directly to Us.

The Certificate Schedule shows the method of premium payment.

There are no other changes to the Policy or Certificate.

In Witness whereof, Our president and secretary signed this rider as of the effective date shown on the Certificate Schedule. Signed for National Guardian Life Insurance Company

A handwritten signature in black ink, appearing to read "Sherri Kliczak". The signature is fluid and cursive, with a large, stylized initial 'S'.

[Sherri Kliczak, Secretary]

A handwritten signature in black ink, appearing to read "Mark Solverud". The signature is fluid and cursive, with a large, stylized initial 'M'.

Mark Solverud, President]



A Mutual Company Incorporated in 1909
PO Box 1191 • Madison, WI 53701-1191 • Phone 800-988-0826

The Policy and Certificate to which this rider is attached are amended by the addition of the following provision:

PORTABILITY RIDER

If Your insurance under the Policy terminates for any of the reasons described below, You may port the insurance provided under this certificate. You must have been insured under the Policy [or the one it replaces] for Group Accident Insurance coverage for at least [12 consecutive months] prior to the date Your coverage under the Policy ends.

You may port Your Group Accident Insurance coverage [and Dependent Group Accident Insurance coverage,] subject to the following terms:

1. You may port Your coverage [or coverage for any of Your covered Dependents] if coverage under the Policy ends because:
 - a) You have terminated [employment;] [membership;] or
 - b) You stop being a member of an eligible class of people; or
 - c) [the Policy ends.]
2. You may not port Your coverage [or coverage for any of Your Dependents] if:
 - a) coverage ends due to failure to pay any required premiums; or
 - b) You have reached age [65,70] on or before the date Your coverage under the Policy ends; or
 - c) [the Policy ends.]
3. You may port:
 - a) Your coverage only;
 - b) Your coverage and coverage of Your spouse [or Domestic Partner];
 - c) Your coverage and coverage of all of Your Dependents; or
 - d) if You are a single parent, Your coverage and coverage for all of Your Dependent children.

No other combinations will be allowed. To be eligible to port, a Dependent must be covered under the Policy on the day Your coverage under the Policy ends.

To elect portability for You or Your Dependents, You must:

1. complete and have the Policyholder sign a Portability enrollment form;
2. submit the enrollment form to Us, with the required premium.

This must be received within:

1. 31 days after Group Accident Insurance terminates; or
2. 15 days from the date Your Policyholder signs the application;

whichever is later. However, portability requests will not be accepted if they are received more than 91 days after Group Accident Insurance terminates.

After We verify eligibility for coverage, We will issue a certificate of insurance under a portability policy. The portability coverage will be:

- 1) issued without evidence of insurability;
- 2) issued on one of the forms then being issued by Us for portability purposes; and
- 3) effective on the day following the date Your or Your Dependent's coverage ends.

The terms and conditions of coverage under the portability policy will not be the same terms and conditions that are applicable to coverage under this Certificate so please read the portability policy carefully.

If You die while insured for Dependent Group Accident Insurance coverage, Your spouse [or Domestic Partner] may port the coverage of the Your Dependents as described above. However, the spouse [or Domestic Partner] and Dependents must be covered under the Policy on Your date of death. No Dependents will be allowed to port if: (a) there is no surviving spouse [or Domestic Partner]; or (b) the surviving spouse [or Domestic Partner] has reached age [65, 70] on the date You die.

The premium will be based on: (a) Your [and/or Dependent's] rate class under the Policy; and (b) Your [or surviving spouse [or Domestic Partner]'s] age bracket and will be shown in the Group Accident Portability Coverage Premium Notice.

[However, each Insured's coverage under the portable certificate of coverage ends when you reach age [65, 70].]

There are no other changes to the Policy or Certificate.

In Witness whereof, Our president and secretary signed this rider as of the effective date shown on the Certificate Schedule.



Secretary



President

SERFF Tracking Number: CLTR-126730106 State: Arkansas
 Filing Company: National Guardian Life Insurance Company State Tracking Number: 46334
 Company Tracking Number: NGL PORT CERT ACC 510
 TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only
 Product Name: Group Accident Portability
 Project Name/Number: Group Accident Portability/NGL PORT CERT ACC 5/10

Supporting Document Schedules

| | Item Status: | Status Date: |
|---|-----------------|-----------------|
| Satisfied - Item: Flesch Certification | Approved-Closed | 08/06/2010 |
| Comments: | | |
| Attachments: | | |
| AR CERT_20100701150257.pdf | | |
| ACC Port Readability Certification.pdf | | |

| | Item Status: | Status Date: |
|-------------------------------------|-----------------|-----------------|
| Bypassed - Item: Application | Approved-Closed | 08/06/2010 |
| Bypass Reason: see forms tab | | |
| Comments: | | |

| | Item Status: | Status Date: |
|---|-----------------|-----------------|
| Satisfied - Item: trust document | Approved-Closed | 08/06/2010 |
| Comments: | | |
| Attachment: | | |
| NGL Employee Benefits Group Insurance Trust.pdf | | |

| | Item Status: | Status Date: |
|--|-----------------|-----------------|
| Satisfied - Item: authorization to file | Approved-Closed | 08/06/2010 |
| Comments: | | |
| Attachment: | | |
| NGL CI and Accident Authorization Letter.pdf | | |

| | Item Status: | Status Date: |
|---|-----------------|-----------------|
| Satisfied - Item: AR certification | Approved-Closed | 08/06/2010 |
| Comments: | | |

| | | | |
|---------------------------------|--|-------------------------------|--|
| <i>SERFF Tracking Number:</i> | <i>CLTR-126730106</i> | <i>State:</i> | <i>Arkansas</i> |
| <i>Filing Company:</i> | <i>National Guardian Life Insurance Company</i> | <i>State Tracking Number:</i> | <i>46334</i> |
| <i>Company Tracking Number:</i> | <i>NGL PORT CERT ACC 510</i> | | |
| <i>TOI:</i> | <i>H02G Group Health - Accident Only</i> | <i>Sub-TOI:</i> | <i>H02G.000 Health - Accident Only</i> |
| <i>Product Name:</i> | <i>Group Accident Portability</i> | | |
| <i>Project Name/Number:</i> | <i>Group Accident Portability/NGL PORT CERT ACC 5/10</i> | | |

Attachment:

AR CERT_20100701150257.pdf

DATE: July 1, 2010

TO: Commissioner of Insurance
Arkansas Insurance Department

RE: National Guardian Life Insurance Company

**CERTIFICATION
RULES AND REGULATIONS 19 and 49
CONSUMER INFORMATION NOTICE**

This is to certify that the referenced certificate of coverage form complies with the provisions of Rules and Regulations 19 and 49 and the consumer information notice, as well as all applicable requirements of the Arkansas Insurance Department.

Signed for National Guardian Life Insurance Company

Signature: Mathew J. Dew

Mathew Dew, Vice President and General Counsel
Type Name and Title



CERTIFICATION OF COMPLIANCE
FOR
READABILITY

| <u>Form Number(s)</u> | <u>Form Name</u> | <u>Flesch Readability Score</u> |
|------------------------|-------------------------|---------------------------------|
| ACC PORTAPP 510 | Enrollment Form | 51.8 |
| NGL PORT CERT ACC 5/10 | Portability Certificate | 55.1 |
| NACC PORT 04/10 | Portability rider | 52.0 |
| NRID-PREM 2010 | Premium Rider | 52.4 |

I hereby certify on behalf of National Guardian Life Insurance Company that the Flesch Scale Analysis Readability Score is accurate, based on the computer program used to calculate the scores. I further certify that in my judgment, the enclosed forms are readable under the rules and standards of your State.

Signature: Mathew J. Dew

Typed Name and Title: Mathew Dew, Vice President and General Counsel

Date: 7/1/2010

NGL Employee Benefits Group Insurance Trust

THIS TRUST AGREEMENT, entered into as of this 17th day of August, 2009, by and between **National Guardian Life Insurance Company** a corporation organized under the insurance laws of the State of Wisconsin and established in the city of Madison in said state (which with any successor or successors thereto is hereinafter referred to as the "Settlor") and BankNewport, a Rhode Island financial institution organized under the laws of the State of Rhode Island and established in the city of Newport (which, with any successor or successors thereto is hereinafter referred to as the "Trustee"), is made for the purpose of having group insurance contracts (hereinafter, together with any riders, endorsements or amendments thereto, referred to as the "Contracts") issued to the Trustee in accordance with the applicable provisions of the laws regulating the business of insurance for the benefit of employer groups that want a portability feature in their group life programs and as a vehicle for employers to provide group life or health insurance to their employees and their dependents. The trust is entitled **NGL Employee Benefits Group Insurance Trust** (hereinafter referred to as the "Trust").

In consideration of the mutual covenants and agreements herein, it is hereby agreed as follows:

1. **THE TRUST FUND** - The Trust Fund shall consist of the insurance Contracts issued to the Trustee and any cash received by the Trustee for purposes of the Trust. The Trustee will apply for such Contracts as are from time to time designated by the Settlor or Administrator in writing, to the extent such applications are required. The sole responsibility of the Trustee under the Contracts and under the terms of this Trust Agreement will be to hold the Contracts as Contractholder. As Contractholder, the Trustee will execute the Contracts if requested by the Settlor or Administrator to do so, and will upon the written direction of the Settlor or Administrator accept for addition to the Contracts and will execute in accordance with such direction any riders, endorsements or amendments to the Contracts as may be supplied to the Trustee by the Settlor or Administrator.

THE INSURANCE FUND - The Insurance Fund shall consist of the premiums paid by the participants or insureds to the Insurer or Administrator to purchase insurance under the Contracts. The Insurance Fund shall be part of the Trust Fund, but shall not be the responsibility of the Trustee to administer.

2. **SOLE DUTY AND RESPONSIBILITY OF TRUSTEE** - The Trustee will have no duties or responsibilities other than to be Contractholder of the Contracts as set forth in Section 1 of this Trust Agreement and shall have no responsibility whatsoever to exercise any rights or options under the Contracts except as directed in writing by the Settlor or Administrator. As Contractholder, the Trustee assumes no discretionary responsibilities and does not act as a fiduciary except with respect to exercising its duties as Contractholder. Without limiting the foregoing, it is specifically agreed that:

(a) No payments under the Contracts will be the responsibility of the Trustee or payable to the Trustee. Payments under the Contracts will be made to the insureds, beneficiaries or other persons entitled thereto under the Contracts. Any dividend shall be used to reduce premiums or shall be paid to the Participants or insureds by the insurance company issuing the Contract.

(b) No person will have any financial interest in or claim against the Trust or the Trustee with respect to benefits payable under the Contracts or otherwise.

(c) Neither the Trust nor the Trustee will be liable to any person for any action or failure to take action by the Settlor or Administrator.

(d) The Trustee will not engage in marketing, solicitation, collection of premiums or dividends, benefit payment, record keeping or other administrative function.

(e) The Trustee will have no investment powers or responsibilities or duty to preserve the assets of the Trust and will have no duty or responsibility to monitor or review the investment decisions or responsibilities, if any, of any person or organization with respect to this Trust.

(f) The Trustee will not be liable for the form, genuineness, validity, sufficiency or effects of the Contracts, nor for any act of any person or persons that may render the Contracts null and void. The Trustee shall have no authority to determine what Contracts are held in the Trust or the terms of such Contracts or control over management or disposition of such Contracts.

(g) The Trustee will not be liable: (i) for any delay in any payment under the Contracts; or (ii) should the Contracts lapse.

(h) The Trustee will have no responsibility in connection with the execution or approval of any document (including any application) with respect to participation in the Contracts.

(i) The Trustee shall not be required to undertake or defend any litigation which may arise by reason of the existence of the Contracts or this Agreement unless first satisfactorily indemnified in accordance with Section 7 of this Trust Agreement.

Nothing in this Section 2, however, will operate to reduce or avoid any liability of the Trust or Trustee for breach of the Trustee's duty to apply for and hold the Contracts, and to accept and execute certain documents, in accordance with Section 1 of this Trust Agreement.

3. **TERMINATION OF TRUST; REPLACEMENT OF TRUSTEE** - This Trust may be terminated by written notice from the Settlor to the Trustee. It may not be terminated by the Trustee without the written approval of the Settlor.

Whenever any insurance company issuing a Contract hereunder has terminated coverage under that Contract and there shall be fewer than twenty individual insureds covered under that Contract, this Trust shall terminate with respect to that Contract as of the next premium due date. The Trustee may resign its trusteeship at any time, upon not less than 30 days written notice to the Settlor, or upon the appointment of a successor trustee, whichever is sooner. The Settlor may remove the Trustee at any time upon not less than 30 days written notice to the Trustee. Upon such resignation or removal, the Settlor will appoint a successor trustee which will accept the trusteeship in writing. Should the trust be terminated or should the Trustee resign or be removed and no successor trustee has been appointed within 30 days of the resignation or removal, the Trustee will immediately return the Contracts to the Settlor and will no longer be the Contractholder thereunder. Upon transfer and delivery of the Contracts to the successor trustee or the Settlor, the Trustee shall be fully released and discharged from all further obligations and liabilities hereunder, any successor trustee shall succeed to and be vested with all of the powers, rights, discretions, obligations and immunities conferred upon the Trustee.

No Trustee hereunder shall be obligated to review the acts, or failure to act, of any prior Trustee, nor shall any Trustee be liable for the acts, or failure to act, of any prior Trustee.

4. **ADMINISTRATOR** - The Settlor has appointed **AlwaysCare Benefits, Inc.** as Administrator to administer the group insurance program of which the Trust is a part. The authority and responsibility of the Administrator shall be determined by agreement between the Settlor and the Administrator. The Trustee shall not be responsible in any way for the selection or continued retention of the Administrator, such selection and retention being entirely the responsibility of the Settlor.

5. **RELIANCE BY TRUSTEE** - The Trustee may rely upon any certificate, notice or direction purporting to have been signed by or on behalf of the Settlor or the Administrator which the Trustee reasonably believes to be genuine. The Settlor shall advise the Trustee of the person serving as the Administrator, and the Trustee may rely on such advice until it is specifically notified of a change by the Settlor. The Trustee shall not be bound by any notice or direction from the Settlor unless or until it shall have been received in writing at its office in Newport, Rhode Island. Notices or communications from the Trustee to the Settlor or the Administrator shall be sent to the address identified by the Settlor to the Trustee as the appropriate one for communications regarding the Trust.

6. **TRUSTEE'S FEE AND EXPENSES** - The Trustee may charge a reasonable fee for its services and shall be reimbursed for any expenses incurred by it. The Trustee may employ legal counsel of its own choosing and shall be reimbursed for the fees incurred. All such fees and expenses, including legal fees, shall be paid by the Administrator, or by the Settlor to the extent they are not paid by the Administrator.


7. INDEMNIFICATION OF TRUSTEE - The Trust and Trustee shall be indemnified, protected and held harmless by the Settlor against any and all costs, expenses, attorneys' fees, losses, judgments and liabilities of any nature arising out of any claim, demand or cause of action, whether asserted by the Trust or Trustee against another or by another against the Trust, the Trustee or anyone else, resulting from or in any manner related to the Trust or to the Trustee serving as or having served as Trustee of the Trust. In addition, the Trustee shall be indemnified by the insurance company issuing any Contracts hereunder for all costs, expenses and liabilities, including attorneys' fees, incurred by the Trustee in the performance of its duties hereunder. It is the obligation of the Administrator to arrange for such indemnification of the Trustee.

8. ENTIRE AGREEMENT - This Trust Agreement represents the entire agreement between the Settlor and the Trustee. It may be amended or modified only by written agreement between the Settlor and Trustee.

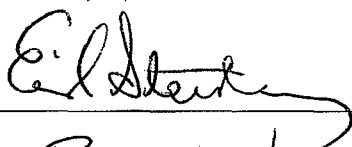
9. APPLICABLE LAW - This Trust Agreement is delivered to and accepted by the Trustee in the State of Rhode Island and is in all respects to be governed by the laws of Rhode Island.

This Trust Agreement is duly executed by:

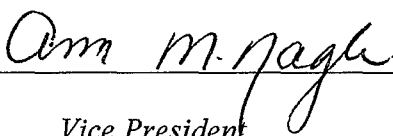
National Guardian Life Insurance Company
(Settlor)

BY: 
TITLE: EVP + COO

AlwaysCare Benefits, Inc.
(Administrator)

BY: 
TITLE: President

BankNewport
(Trustee)

BY: 
TITLE: Vice President



NGL Insurance Group

*Mathew J. Dew
Vice President & General Counsel
(800) 626-7931, ext 5253
FAX (608) 443-5153
mjdew@nglic.com*

DATE: February 19, 2010

TO: State Insurance Departments

RE: Policy Filings – Group Critical Illness and Group Accident Insurance Policy

To Whom It May Concern:

National Guardian Life Insurance Company has engaged the services of Coulter & Associates to assist with its form filings. I hereby authorize Coulter & Associates, to represent National Guardian Life Insurance Company in regard to its Group Critical Illness and Group Accident filings in your state.

Very truly ours

Mathew J. Dew
Vice President and General Counsel

MJD/c

DATE: July 1, 2010

TO: Commissioner of Insurance
Arkansas Insurance Department

RE: National Guardian Life Insurance Company

**CERTIFICATION
RULES AND REGULATIONS 19 and 49
CONSUMER INFORMATION NOTICE**

This is to certify that the referenced certificate of coverage form complies with the provisions of Rules and Regulations 19 and 49 and the consumer information notice, as well as all applicable requirements of the Arkansas Insurance Department.

Signed for National Guardian Life Insurance Company

Signature: Mathew J. Dew

Mathew Dew, Vice President and General Counsel
Type Name and Title